

# Grant Obligations & Conditions for Individual Scholarships

## Orange Knowledge Programme

Grant Obligations & Conditions for Individual Scholarships OKP – version 7.0

- **Masters' Degree Programmes**
- **Short Courses**

## Table of Contents

<b>Glossary</b>	<b>3</b>
<b>Introduction</b>	<b>4</b>
<b>1 General obligations and conditions</b>	<b>4</b>
<b>2 Eligibility</b>	<b>6</b>
<b>3 Grant management</b>	<b>7</b>
<i>The grant period</i>	8
<i>Grant administration</i>	8
<i>Payments</i>	9
<i>Replacement of scholarship holders</i>	9
<i>Reporting</i>	10
<i>Final report</i>	10
<b>4 Eligible costs</b>	<b>10</b>
<i>Margin days for Short Courses</i>	<b>Fout! Bladwijzer niet gedefinieerd.</b>
<i>Additional housing costs for Short Courses</i>	11
<i>Additional costs for arrival and departure of scholarship holders for Short Courses</i>	12
<b>5 Settlement of the grant by Nuffic</b>	<b>12</b>
<b>Annex 1: Fixed reimbursements</b>	<b>13</b>
<i>Reimbursements for Short courses</i>	13
<i>Reimbursements for Master's degree programmes</i>	14
<b>Annex 2: Audit protocol for the auditor's report</b>	<b>15</b>

## Glossary

<b>Application deadline</b>	Deadline for submitting the OKP grant request via Nuffic's grant application system by the Dutch institution.
<b>Candidate</b>	Individual that registers him/herself at the Dutch institution for an OKP scholarship.
<b>Dutch institution</b>	Dutch higher education institution that can submit a request for a grant under the Orange Knowledge Programme.
<b>Fixed amount</b>	A fixed amount of compensation for expenses incurred which is paid to grant recipient and/or scholarship holders regardless of actual costs.
<b>Grant application system</b>	Online accessible support system for managing grant applications, scholarship registrations and grant awards.
<b>Grant award</b>	Grant awarded to the Dutch institution by Nuffic as funding for individual OKP scholarships.
<b>Grant period</b>	Period between the start and end date of a grant as specified on the grant award.
<b>Grant request</b>	Request for an OKP grant submitted by the Dutch institution via Nuffic's grant application system.
<b>Nominal study period</b>	The study period of a master's degree programme or short course as registered in Nuffic's grant application system.
<b>Nominee</b>	Candidate that has been nominated by the Dutch institution for an OKP scholarship. The Dutch institution includes this candidate in the grant application.
<b>Nuffic</b>	Netherlands organisation for international cooperation in education which awards OKP grants to the Dutch institution for funding of individual OKP scholarships.
<b>OKP grant recipient</b>	The Dutch institution which has been awarded a grant to subsidize individual OKP scholarships.
<b>Scholarship holder</b>	Candidate for which the Dutch institution can fund a scholarship out of the grant.
<b>Scholarship period</b>	Period in which the scholarship holder is entitled to the OKP scholarship as indicated on grant award?

## Introduction

This document presents the grant obligations & conditions for Dutch institutions that submit a grant application and for Dutch institutions that receive a grant for the Orange Knowledge Programme - Individual Scholarships (applications for Master's degree programmes and Short Courses).

It provides information a Dutch institution needs to know before submitting a grant application. By submitting a grant request the Dutch institution accepts these Grant Obligations & Conditions. If a grant can be awarded these Grant Obligations and Conditions will be part of the grant award and will provide the obligations that apply to the grant.

This document is specifically applicable to grants awarded under the Orange Knowledge Programme – Individual Scholarships.

## 1. General obligations and conditions

- 1.1 The grant applicant and the grant recipient must endorse the objectives of the Orange Knowledge Programme set out in the [Orange Knowledge Programme policy framework](#).
- 1.2 The activities for which the grant is awarded will be carried out under the responsibility of the grant recipient.
- 1.3 The grant recipient must implement the activities in an effective, efficient and accountable manner.
- 1.4 Grant applicants and grant recipients must take note of all information provided about the Orange Knowledge programme on the [Nuffic website](#).
- 1.5 The following legal frameworks apply to the Orange Knowledge Programme: [General Administrative Law Act](#), [Ministry of Foreign Affairs Framework Act on Grants](#), [Ministry of Foreign Affairs Grant Decree](#), [Ministry of Foreign Affairs Grant Regulations](#), [Policy framework Orange Knowledge Programme](#).
- 1.6 The grant is awarded subject to the condition that sufficient funds are made available out of the national budget.
- 1.7 The grant recipient, as well as the scholarship holder, alumnus or any other party involved in the grant activities are required to cooperate in surveys or evaluations conducted by or commissioned by Nuffic or the Netherlands Ministry of Foreign Affairs and to provide the requested information.
- 1.8 The grant applicant and grant recipient must comply with the [EU General Data Protection Regulation](#) (GDPR).
- 1.9 The personal data of nominees, scholarship holders, trainees and any other persons involved in grant activities will be used by Nuffic, the Ministry of Foreign Affairs, external evaluators of the programmes, the Netherlands embassies and the grant applicants/ grant recipients who request for and/or receive an OKP grant, for administration,

assessment, selection, monitoring and evaluation of the programme, in accordance with the EU General Data Protection Regulation (GDPR).

- 1.10 If Dutch government policy is violated by the funding of a particular activity, because for instance circumstances have changed, Nuffic can issue binding requirements regarding the activities funded by the grant.
- 1.11 The grant recipient is not allowed to offer or give or solicit or accept from a third party any gift, reward, compensation or benefit of any kind in any way that could be construed as illegal or corrupt.
- 1.12 The grant recipient is obliged to establish processes and/or to take other measures in order to prevent fraud or other illegitimate use of the grant. If (suspicion of) fraud occurs, this should be reported to Nuffic immediately.
- 1.13 The grant recipient is obliged to establish processes and/or to take other measures in order to prevent child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the European Union.
- 1.14 All activities for which a grant or scholarship is awarded under a programme managed by Nuffic must take place in an environment in which deliberate unacceptable behaviour is counteracted and in which there is awareness of unconscious behaviour with good intentions, but which can have negative consequences. The grant recipient therefore must have a Code of Conduct on integrity which is in accordance with the Nuffic Code of Conduct for integrity. Nuffic may at all times verify whether the Code of Conduct of the grant recipient complies.
- 1.15 All materials wholly or partly produced with the help of the grant, with the exception of images and illustrations, must be published under the [Creative Commons License – Attribution Non-commercial](#). As a result, third parties wishing to make use of these materials are required to cite (attribute) the work in the manner specified by the author or licensor and the citation or reuse should in no way imply that the author or licensor endorses the scope of the derived work. Third parties are not permitted to use the work for commercial purposes.
- 1.16 The grant recipient and possible other parties implementing the grant activities are jointly considered owner of all materials wholly or partly produced out of the grant.
- 1.17 Any communication or publication made by the grant recipient that relates to the subsidised activities must indicate that the activities are part of the Orange Knowledge Programme (written in full, not OKP), are funded by the Ministry of Foreign Affairs as part of the Netherlands' development policy; managed by Nuffic.  
  
Where possible/relevant include the above mentioned parties' logos: the orange coloured Nuffic - meet the world logo, as well as the English version of the Ministry of Foreign Affairs logo. Logos can be downloaded from [www.nuffic.nl](http://www.nuffic.nl).
- 1.18 The obligation to display the logo does not confer on the grant recipient or any partner a right of exclusive use. The grant recipient or any other partner may not appropriate the logo or any similar trademark or logo, either by registration or by any other means.

- 1.19 Any communication or publication that relates to subsidised activities in any form and using any means, must indicate that it reflects only the author's view; and that Nuffic and/or the Netherlands Ministry of Foreign Affairs are not responsible for any use that may be made of the information it contains.
- 1.20 The grant recipient is obliged to inform Nuffic immediately as soon as it becomes clear:
- a. that the activities for which the grant was awarded will not take place or will not take place in time, or will not take place in full;
  - b. that the grant obligations will not be met;
  - c. if there are any changes to co-financing, if applicable, such as lack of co-financing.
- 1.21 The grant recipient must comply with the economic sanctions laws or other financial or economic restrictions by the European Union (EU) and the United Nations (UN). In particular the grant recipient may not directly or indirectly make any transfers out of the grant to organisations or individuals sanctioned under these laws.
- 1.22 Nuffic accepts no responsibility, financially or otherwise, for expenditures (or liabilities emerging from these expenditures) or liabilities arising from activities funded by the grant. Nuffic will not indemnify the grant recipient, the scholarship holder or any other party or person working on the grant against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which the grant recipient may be liable as an employer or otherwise or for which any such person may be liable.
- 1.23 The grant applicant and/or grant recipient is responsible for all communication and for correctly informing partners, candidates, scholarship holders or any other party involved in the grant activities about the details (e.g. aim, criteria, procedures, obligations and conditions) of the Orange Knowledge Programme and the specific grant.
- 1.24 Nuffic can withdraw, amend, settle the grant to a lower amount and demand the return of all or part of any sum it has already transferred if the grant recipient fails to fulfil the obligations and conditions attached to the grant or if the output(s) and/or the outcome(s) and/or the activities for which the grant was awarded have not or will not be achieved, have not or will not be achieved in time or have not or will not be achieved in full, or in case of a lack of co-financing.
- 1.25 The grant recipient must keep the administration and files must for 7 years after the grant settlement.
- 1.26 Nuffic can in exceptional circumstances deviate from the provisions in these Grant Obligations & Conditions if implementation and /or execution of the Grant Obligations & Conditions results in injustice or inequities of considerable nature.

## 2. Eligibility

- 2.1 The grant applicant and grant recipient must comply with the applicable criteria set out in the [Orange Knowledge Programme Policy Framework](#).

- 2.2 The grant applicant must take note of all available information about and instructions for the Orange Knowledge Programme.
- 2.3 The grant applicant can only submit a request for an OKP grant to finance individual scholarships for master' degree programmes and short courses which are registered in Nuffic's grant application system. The information in this system is leading in the determination of the grant amounts. The grant applicant is responsible to verify that all details of the eligible programmes and courses are correctly registered in the grant application system.
- 2.4 The grant applicant must submit a declaration of funding via [okp@nuffic.nl](mailto:okp@nuffic.nl) before the applicable deadline when submitting a request for an OKP grant to finance master's degree programmes that are longer than 1 academic year and continue after the default end date of 31 August 2023.
- 2.5 The grant applicant must submit a declaration of reporting via [okp@nuffic.nl](mailto:okp@nuffic.nl) before the applicable deadline when submitting a request for an OKP grant to finance master's degree programmes that are 1 academic year and continue after the default end date of 31 August 2023, but finish before 31 October 2023.
- 2.6 The grant applicant is responsible for providing correct and complete information in the grant application. Nuffic will use the information provided to handle the application and to possibly award the grant.
- 2.7 The grant applicant must submit the grant request before the applicable deadline. Grant requests that are not submitted before the relevant application deadline and/or which are not submitted via the grant application system will not be accepted.
- 2.8 The grant applicant can only submit one grant request per deadline for Masters' degree programmes and/or Short Courses.
- 2.9 An individual candidate must not receive more than one OKP scholarship for courses/programmes that take place at the same time. If the candidate is selected for two or more scholarships for courses/programmes that take place at the same time:
  - The scholarship application that was registered first in Nuffic's grant application system will be selected;
  - The other scholarship applications will be declared not eligible.

### **3. Grant management**

- 3.1 The grant recipient is explicitly responsible for:
  - a. all communication and decisions towards candidates, nominees and scholarship holders, including decisions regarding possible extensions and withdrawals of scholarships;
  - b. carrying out the activities for which the grant was awarded (i.e. organising and conducting the course(s) or programme(s);
  - c. guaranteeing that the scholarship holders receive the course(s) or programme(s) as agreed without any further charges;

- d. applying for visas and residence permits for scholarship holders, if applicable;
- e. arranging scholarship holders' flights;
- f. arranging health insurance for the scholarship holders;
- g. arranging housing for the scholarship holders, preferably including furnishings, a kitchen or cooking facilities and services;
- h. disbursing the reimbursements to scholarship holders as outlined in Annex 1: Fixed reimbursements;
- i. monitoring the implementation of the course(s), programme(s) and progress made by the scholarship holder(s);
- j. keeping the administration accurate and up to date during the scholarship period;
- k. committing to a successful completion of the course(s) or programme(s) by the scholarship holder, in case of co-finance, even after the end of the Orange Knowledge Programme grant period;
- l. awarding a certificate, diploma or degree to the scholarship holder upon successful completion of the course(s) or programme(s), or if not completed, providing certificates or transcripts of total study credits earned at termination;
- m. making information on scholarship holders available to Nuffic on request, for administration of the grant and monitoring and/or evaluation purposes;
- n. sending the document 'Obligations for scholarship holders' to the newly selected all scholarship holders and upholding these rules;
- o. informing all nominees individually in writing on the outcome of the selection stating, if applicable, the reasons why the nominee was rejected or not selected using the letter templates on the Nuffic website for [participating Dutch institutions](#).

## The grant period

- 3.2 The grant period starts from the first start date of the course/programme stated on the grant award until the end date of the last course/programme stated on the grant award.

## Grant administration

- 3.3 The grant award and all other decisions will be sent by email and/or through Nuffic's grant application system only.
- 3.4 The grant recipient must keep an administration that complies with the following:
  - procedures allow for an efficient implementation of the grant;
  - the administration is open to external audit;
  - files concerning scholarship holders and payments to scholarship holders should be kept for seven years after grant settlement;
  - the grant recipient must be able to provide orderly records from which it can be established that expenditures are taking place in accordance with the grant award and the applicable grant obligations.

- 3.5 Nuffic or an appointed independent third party can carry out (on the spot) checks and audits in order to investigate the grant activities and/or expenditures, also after the subsidy has been settled. The grant recipient must cooperate with such an investigation and be able to provide Nuffic with all necessary details and documentation to ascertain whether the expenditures are in agreement with the grant award, the Grant obligations & conditions and the submitted report(s), if so requested.

## **Payments**

- 3.6 All payments will be made in Euro's (EUR).
- 3.7 Expenditure in currencies other than Euro (EUR) are converted in accordance with the prevailing average exchange rate of the month the costs are incurred. Any exchange rate losses will not be reimbursed.
- 3.8 All payments will be made in name of the grant recipient to the Dutch bank account number provided by the grant recipient.
- 3.9 Any interest earned on the advance payments must be administered separately. Interest that remains after bank costs have been deducted must be added to the subsidy funds.
- 3.10 For master's degree programmes and Short Courses Nuffic will transfer:
- an advance payment of 80% of the total grant amount at the beginning of the grant period.
  - The final payment or claim will be made following the grant settlement.
- 3.11 Nuffic can deviate from the advance payment scheme in case of significant under expenditure or if any doubt arises about the financial capacity of the grant recipient.

## **Replacement of scholarship holders**

- 3.12 The grant recipient may substitute a scholarship holder until 7 days after the start of the course or programme if the scholarship has been withdrawn (either by the Dutch institution or the scholarship holder him/herself).
- 3.13 The grant recipient must use Nuffic's grant application system to select a replacement candidate out of the eligible nominees who were not selected for a scholarship in the applicable grant application deadline.
- 3.14 Scholarship holders without a co-financed scholarship cannot be replaced by scholarship holders with a co-financed scholarship, and vice versa.
- 3.15 The fixed reimbursements for scholarship holders according to Annex 1: Fixed reimbursements also apply to the selected replacement scholarship holders.
- 3.16 The grant recipient is entitled to:
- In case of a no-show (the scholarship holder did not attend the course or programme): the fixed reimbursements for travel and visa costs incurred as

specified in Annex 1: Fixed reimbursements and only in case the grant recipient actually made the costs and cannot claim the costs from their own insurance.

- In case of a withdrawal (scholarship holder attended the course or programme for a period larger than zero (0) days/months): the fixed reimbursement for travel, visa costs, handling fee, study materials as specified in Annex 1: Fixed reimbursements. Subsistence allowance, insurance and tuition fee are reimbursed in proportion to the attended course or programme period. If applicable also: e-learning facilities and additional housing as specified in Annex 1: Fixed reimbursements.

## Reporting

- 3.17 The grant recipient must report about the grant activities and possible changes through the prescribed reporting formats in the grant application system. This includes but is not limited to the following changes:
- a. withdrawal of a scholarship holder and (if applicable) selection of a replacement;
  - b. margin days of a scholarship (short courses only);
  - c. changes in start/end date of the course/programme;
  - d. lack of co-financing (if applicable);
  - e. if the scholarship holders have successfully completed (part of) the course/programme that has been financed with an Orange Knowledge Programme scholarship, with or without diploma/degree;
  - f. for Masters' degree programmes: the period of study outside the Netherlands exceeding 3 months.
- 3.18 The grant recipient must submit the report before the applicable reporting deadline (see ['final report'](#)).
- 3.19 Reports relating to different grants must be submitted separately.
- 3.20 If the grant recipient does not fulfil the reporting obligations, Nuffic can decide to cease further payments related to the grant, and amend, settle or withdraw the grant and/or demand the refund of payment of all or part of any transferred funds.

## Final report

- 3.21 The grant recipient must submit a final report within 2 months after the end date of the grant period, but not later than 31 October 2023.
- 3.22 If the grant amount is € 125.000 or higher the grant recipient must also attach an auditor's report of an accountant. The auditor's report must comply with the Audit protocol as stated in Annex 2.
- 3.23 Submitting the final report will be considered as a request to settle the grant.

## 4. Eligible costs

- 4.1 The grant is awarded in order for the grant recipient to finance one or more specific individual scholarships as described in the grant award.
- 4.2 The grant is a contribution towards the costs for the scholarships. Costs that are not eligible and/or exceed the maximum grant amount will not be reimbursed.

- 4.3 The grant recipient may not use the funds for any other purpose or to fund scholarships of any other individual.
- 4.4 If co-funding is applicable, a maximum of 12 months of funding under the Orange Knowledge Programme as indicated in Annex 1: Fixed reimbursements will be reimbursed. All other costs need to come from other sources of funding.
- 4.5 The grant consists of the tuition fee, fixed amounts for scholarship costs and institutional costs as stated in Annex 1: Fixed reimbursements.
- 4.6 The other fixed reimbursements are expected to meet on average the scholarship expenses paid by the grant recipient, as further explained in [Toelichting normbedragen OKP](#).
- 4.7 Non-refundable costs for travel and visa of an individual scholarship holder, which are directly related to the COVID-19 crisis and are not reimbursed by other means, will be covered by Nuffic out of the originally budgeted scholarship amounts for these specific costs of the individual scholarship holder it concerns.
- 4.8 Unforeseen and/or necessary costs directly related to the COVID-19 crisis, which are non-refundable and are not reimbursed by other means, will be covered by Nuffic out of the grant budget that has not and/or could not be used by the grant recipient due to the COVID-19 crisis up to a maximum of 5% within the total grant amount. This applies to costs made for subsistence allowance, additional housing (only for Short Courses), travel, insurance and visa.
- 4.9 The grant recipient must pay the following fixed amounts to or on behalf of the scholarship holder:
- a. Subsistence allowance;
  - b. Study materials;
  - c. E-learning facilities
- 4.10 The amount of the grant is calculated using the programme/course details as registered in the grant application system (i.e. course duration, the tuition fee, the location of the course, the educational form of the course, etc) and the fixed reimbursements for scholarship holders according to the specification in Annex 1: Fixed reimbursements.
- 4.11 A maximum of € 2.000 per grant award will be reimbursed for audit costs if the total grant amount exceeds € 125.000.

### **Additional housing costs for Short Courses**

- 4.12 Additional housing costs are reimbursed:
- a. only if the grant recipient cannot fulfil the obligation to arrange suitable housing for the scholarship holder using the subsistence allowance alone;
  - b. for Short Courses with a duration between 12 and 42 days;
  - c. the reimbursements for additional housing costs is a fixed amount per day as stated in Annex 1: Fixed reimbursements - reimbursements for Short Courses.

- 4.13 The grant applicant must include the request for additional housing in the grant request. Additional housing costs will otherwise not be reimbursed.

### **Margin days: additional costs for arrival and departure of scholarship holders for Short Courses**

- 4.14 Costs up to a maximum of 3 days for arrival and departure of the scholarship holder can be reimbursed only for Short Courses.
- 4.15 For these margin days only the fixed amounts for subsistence allowance, insurance and if applicable additional housing costs can be reimbursed.
- 4.16 The grant recipient must administrate these margin days as soon as it becomes clear it is needed and must include these in the intermediate and/or final report.
- 4.17 The grant recipient must be able to substantiate the extra stay with documentation (i.e. flight ticket).
- 4.18 Upon Nuffic's request the grant recipient must provide documentation substantiating the need for the reimbursement of extra days.

## **5. Settlement of the grant by Nuffic**

- 5.1 Nuffic will determine the exact grant amount within thirteen weeks after receiving the complete final report and the included auditor's report (if applicable (i.e. the grant recipient's request to settle the grant)).
- 5.2 The grant will be settled based on the grant award and possible amendments in the final report submitted by the grant recipient in the grant application system:
- the actual number of days/months of study by the scholarship holder and possible premature ending of the study);
  - the standard amounts as listed in the Annex 1: Fixed reimbursements;
  - the tuition fee.
- 5.3 If Nuffic concludes that funds have not been spent in accordance with the Grant Obligations & Conditions and/or any other terms under which the funds are made available Nuffic can decide to amend the grant and/or settle the grant on a lower amount.
- 5.4 If Nuffic concludes that the declared co-financing cannot be provided, Nuffic can decide to amend the grant and/or settle the grant on a lower amount.
- 5.5 If advance payments exceed the final settled amount (after final reporting), the difference must be returned to Nuffic unconditionally.

## Annex 1: Fixed reimbursements

### Reimbursements for Short courses

	Face-to-face learning, in the Netherlands	Face-to-face or blended learning, partly in the Netherlands	Face-to-face or blended learning, in an OKP country	E-learning, in an OKP country
<b>Handling fee</b>	455	455	455	455
<b>Tuition fee</b>	As registered in the grant application system			
<b>Travel costs</b>	See table <i>Travel costs</i>	See table <i>Travel costs</i>	See table <i>Travel costs</i>	N/A
<b>Visa costs &gt; 90 face-to-face learning days</b>	207	207	207	N/A
<b>Visa costs &lt; 90 face-to-face learning days</b>	80	80	80	N/A
<b>Subsistence allowance in the Netherlands</b>	32 x number of days	32 x number of face-to-face learning days	N/A	N/A
<b>Subsistence allowance in an OKP country</b>	N/A	16 x number of face-to-face learning days	16 x number of face-to-face learning days	N/A
<b>Insurance</b>	1,31 x number of days	1,31 x number of face-to-face learning days	1,31 x number of face-to-face learning days	N/A
<b>Study materials</b>	30	30	30	N/A
<b>Additional housing 12-42 days</b>	70 x number of days	70 x number of face-to-face learning days	70 x number of face-to-face learning days	N/A

Amounts are in euros (€).

**Table: Travel Cost reimbursement for Short Courses**

(including, if applicable, obligated COVID-19 test for traveling, e.g. PCR test)

South America	€ 1.400,-
Asia	€ 1.050,-
Africa	€ 1.200,-
Middle East & North Africa	€ 750,-

## Reimbursements for Master's degree programmes

	Face-to-face, in the Netherlands	Face-to-face or blended learning, partly in the Netherlands	Face-to-face or blended learning, in an OKP country	E-learning, partly in the Netherlands
<b>Handling fee</b>	455	455	455	455
<b>Tuition fee</b>	As registered in the grant application system			
<b>Travel costs</b>	See table <i>Travel costs</i>	See table <i>Travel costs</i>	See table <i>Travel costs</i>	See table <i>Travel costs</i> . x 1, if applicable
<b>Visa costs &gt; 90 days</b>	207	207	207	N/A
<b>Visa costs &lt; 90 days</b>	N/A	80	80	80 x 1, if applicable
<b>Subsistence allowance in the Netherlands</b>	970 x number of months	970 x number of months	N/A	970 x 1 if applicable
<b>Subsistence allowance in an OKP country</b>	N/A	485 x number of months (starting from 3 months onwards)	485 x number of months	N/A
<b>Insurance</b>	53,70 x number of months	53,70 x number of months	53,70 x number of months	53,70 x1 if applicable
<b>E-learning facilities</b>	N/A	N/A	N/A	100,00 x number of months
<b>Study materials</b>	585	585	585	N/A

Amounts are in Euros (€)

### Table: Travel Cost reimbursement for Master's degree programmes

(including, if applicable, obligated COVID-19 test for traveling, e.g. PCR test)

<b>South America</b>	€ 1.850,-
<b>Asia</b>	€ 1.600,-
<b>Africa</b>	€ 1.450,-
<b>Middle East &amp; North Africa</b>	€ 1.150,-

## Annex 2: Audit protocol for the auditor's report

### 1.1 Introduction

This audit protocol provide information for both the audit firm as well as for grant recipients on submitting reports in accordance with the Orange Knowledge Programme (OKP) requirements of Nuffic.

### 1.2 Framework of standards

The following framework of standards applies to the Orange Knowledge Programme:

1. [General Administrative Law Act](#);
2. [Ministry of Foreign Affairs Framework Act on Grants](#);
3. [Ministry of Foreign Affairs Grant Decree](#);
4. [Ministry of Foreign Affairs Grant Regulations](#);
5. [Policy framework Orange Knowledge Programme](#).

In addition, the following documents are relevant for the auditor's activities:

1. the grant award letter in connection with the OKP grant;
2. the OKP Grant Obligations & Conditions;
3. the document [Toelichting normbedragen Orange Knowledge Programme \(OKP\)](#);
4. if applicable, findings and recommendations of previous audits.

For more information on the Orange Knowledge Programme go to: [www.nuffic.nl/okp](http://www.nuffic.nl/okp) .

### 1.3 Reporting requirements

Reports are made in Nuffic's grant application system based on data as recorded in this system by the grant recipient. Data in the grant application system are recorded based on the grant recipients administration. Once the data are recorded in the grant application system, the grant recipient can print the report and submit it to Nuffic by uploading it in the system. The reports that have been made in the grant application system are leading in the process of grant settlement.

Reporting requirements are stated in the OKP Grant Obligations & Conditions. All reports for a grant with an amount of EUR 125.000 or higher must include an auditor's report (unless Nuffic decides otherwise).

### 1.4 Choice of audit firm and audit method

The audit must be conducted by an independent auditor who is acceptable to both Nuffic and the grant recipient. In principle, grant recipients are strongly advised to choose an auditor registered with the national, legally recognised institute of registered accountants in the country of residence, which in turn is a member of the International Federation of Accountants (IFAC). If an accountant without this requirement is chosen, this must be communicated to Nuffic in advance for Nuffic's approval. The audit may not be conducted, however, by the organisation's own internal audit department.

The auditor holds primary responsibility for the audit method. This audit protocol therefore does not intend to prescribe any particular audit method to be used. Auditors mostly base their audit on a (risk) analysis of the accounting system and related internal controls in

respect of the grant recipients' submitted report and, based on this, they are in the best position to decide on what means of auditing to apply. As this results in custom solutions per grant recipient, it is impossible to prescribe any particular method. The audit should be carried out in accordance with the International Standards on Auditing (hereinafter: ISA), or equivalent standards i.e. Dutch Standards on Auditing (hereinafter: NV COS).

The auditor who is responsible for the audit of the submitted report is to ensure an adequate audit method and a client-specific work programme, in which context sufficient attention is given to the internal controls of the subsidy accounts and to the level of audit tolerance.

### 1.5 Objective of the audit protocol and objective and scope of the audit

This audit protocol provides further instructions for the auditor's work and report, and lays down the auditor's tasks and responsibilities. However, this audit protocol does not intend to prescribe an audit approach and it is not an (exhaustive) work programme.

The auditor examines to what extent the submitted report meets the relevant requirements, as set out in the audit protocol. While doing so, the auditor must give adequate attention to the provisions of the framework of standards. The auditor performs the assurance engagement with due regard to this audit protocol. The auditor's examination results in an auditor's report accompanied by the submitted report.

The objective of the audit is to give an opinion on the submitted report in order to assess, in particular, its accuracy and the legitimacy in all material respects. Expenditures will be regarded as legitimate if: they comply with the conditions of the grant, including Addenda. Furthermore, the auditor has to evaluate the grant recipients' own system of internal control with respect to the OKP grant, to estimate the audit risk, and to identify any matters worthy of mention, including any material weaknesses in the internal control system.

In addition, the auditor provides in its report an opinion on the submitted report. The auditor is to sufficiently consider whether the grant recipient has complied in all material respects with the grant award letter and with the Grant Obligations & Conditions that apply.

### 1.6 Accuracy

The auditor organises his audit in such a way that he can state with a reliability rate of 95% that the submitted report contains no misstatements with a significance larger than the prescribed levels of materiality. To determine the opinion of the auditor's report, the following levels of materiality apply:

Levels of materiality in percentage of the report amount	Misstatement in the submitted report		Uncertainties in the submitted report	
	Qualified	Adverse	Qualified	Disclaimer of opinion
Compliance	> 1 and < 3	≥ 3	> 3 and < 10	≥ 10

## 1.7 Points of attention

This section provides points of attention for the auditor in conducting his audit.

### *General*

The auditor takes cognisance of the framework of standards, the grant award letter and any additional written agreements. In addition, the auditor takes cognisance of relevant correspondence.

The auditor must receive a letter of representation from the grant recipient's management stating that, to the best of its knowledge, the submitted report, is accurate and complete in every respect and that all grant conditions have been met.

The auditor must ensure that the audit file contains sufficient documents of an appropriate and relevant nature and must record the audit procedures used and the outputs obtained in the file.

### *Audit requirements*

In performing the audit, the auditor is to establish that at least the following has been complied with:

- The data derived from the administration are correct and agree with the underlying records and other documents held by the grant recipient, either in Nuffic's grant application system or the institutions' student administration. The following should be audited, based on underlying documentation:
  - a. All scholarship holders reported have actually followed the course as reported;
  - b. In case of scholarship holders with the status *withdrawn*, fixed reimbursements for visa cost and travel costs can only be declared if these costs have actually been made;
  - c. Scholarship holder start and end date are as reported, including extensions;
  - d. In case of margin days: the conditions relating to margin days have been applied correctly in conformity with paragraph 'Margin days for Short Courses' (articles 4.12 – 4.16) of the Grant Obligations & Conditions. Please note that the *Extension* field in the grant application system and as included in the report can also be used by the institution to register the additional costs for arrival and departure of scholarship holders for Short Courses, if applicable. If applicable: period of study in an OKP country as described in Annex I of the OKP Grant Obligations & Conditions;
  - e. Country of Origin of employer as reported is correct as indicated on the OKP employer statement of the scholarship holder;
  - f. The tuition fee as reported is correct as registered in the institutions' student administration.
- the fixed reimbursements for subsistence allowances, study materials and if applicable e-learning facilities included in the submitted reports have actually been made during the grant period and paid to or on behalf of the scholarship holder before submitting the final report.

### *Points of attention*

If the auditor detects any unlawfulness in connection with the grant recipient and other parties involved, for example any gift, reward, compensation or benefit of any kind offered or accepted in a way that could be construed as illegal or corrupt, the auditor acts in accordance with ISA 240 (NV COS 240) and he is obliged to report this to Nuffic.

The auditor's report concerns the certified (stamped and signed) submitted report.

The auditor obtains a Letter of Representation.

### **1.8 Review**

Nuffic reserves the right to have the audit reviewed by engaging an independent auditor who will conduct the review. The auditor concerned, grant recipients and other parties involved must fully cooperate with this review, supplying the reviewer with all relevant documentation related to the audit, provided that supplying this documentation will not be contrary to any law and regulation. The auditor is obliged to provide the reviewer, in mutual understanding, with any information included in the audit file, provided that doing so is not contrary to his professional standards.

### **1.9 Audit files**

The audit firm must keep an orderly and accessible audit file for the subsidy account. This file must be kept for 7 years from the date the audit was completed. All working papers and reports must be in the English language.

### **1.10 Prescribed model for auditor's report**

An unqualified auditor's report must be worded as follows or in accordance with a more recent model text as published on the IAASB (NBA) website:

#### **INDEPENDENT AUDITOR'S REPORT**

To: [Appropriate addressee]

We have audited the accompanying report generated in Nuffic's grant application system (herin further: report) of ... (name of entity) at ... (place of registered office) for ... (reporting period).

#### **Management responsibility**

Management (or other body, such as, 'the foundation's board', 'the company's executive board', etc.) is responsible for the preparation and fair presentation of this report in accordance with the conditions laid down in the Grant Obligations & Conditions of the Orange Knowledge Programme (OKP) for the purpose of determining subsidy grant number... . Furthermore management is responsible for such internal control as it determines is necessary to enable the preparation of the report that is free from material misstatement, whether due to fraud or error.

#### **Auditor's responsibility**

Our responsibility is to express an opinion on this report based on our audit. We conducted our audit in accordance with Dutch law, including the International Standards on Auditing and Annex 2: Audit protocol for the auditor's report of the Grant Obligations & Conditions

(version 2.0) of the Orange Knowledge Programme (OKP). This requires that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the report. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the report, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the report generated in Nuffic's grant application system of ... (name of entity) for ... (reporting period) with a total amount of ... (amount in €) is prepared, in all material aspects, with the requirements laid down in the Grant Obligations & Conditions of the Orange Knowledge Programme (OKP), laid down in subsidy grant number....

### **Restriction on use and distribution**

The report generated in Nuffic's grant application system is intended solely for ... (name of entity) and Nuffic and is prepared to assist ... (name of entity) to comply with the requirements as set out in subsidy grant number..... As a result, the report may not be appropriated for another purpose. Therefore, our auditor's report is intended solely for ... (name of entity) and Nuffic and should not be distributed to or used by other parties than ... (name of entity) and Nuffic.

### **Place and date**

... (name of audit company)

... (name of auditor)